

Access Point, Inc.
1100 Crescent Green, Suite 109
Cary, North Carolina 27511
Issued by: Richard E. Brown, CEO

Kentucky Tariff No. 4
Original Sheet 1

Issued: 05/13/04

Effective: 06/12/04

*(This tariff, Kentucky Tariff No. 4,
cancels and replaces in its entirety,
the current tariff on file, PSC-KY-Tariff No. 1)*

TITLE SHEET

KENTUCKY TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Access Point, Inc. ("API"), with principal offices at 1100 Crescent Green, Suite 109, Cary, North Carolina 27511. This tariff applies for services furnished within the Commonwealth of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

JUN 12 2004

**PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

BY  **EXECUTIVE DIRECTOR**

Access Point, Inc.
1100 Crescent Green, Suite 109
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Issued by: Richard E. Brown, CEO

Kentucky Tariff No. 4
Original Sheet 2

Issued: 05/13/04

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**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS AND
BILLING AGENTS**

- | | | |
|----|------------------------------|--------|
| 1. | Concurring Carriers | - None |
| 2. | Connecting Carriers | - None |
| 3. | Other Participating Carriers | - None |
| 4. | Billing Agents | - None |

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1100 Crescent Green, Suite 109
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Kentucky Tariff No. 4
1st Revised Sheet 3
Cancels Original Sheet 3

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CHECK SHEET

Sheets listed below, inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

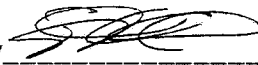
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PAGE	REVISION		PAGE	REVISION	
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14	Original		33	Original	*
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* - Indicates pages included with this filing.

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By



Executive Director
KYi0403

Access Point, Inc.
1100 Crescent Green, Suite 109
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TARIFF FORMAT

- A. **Sheet Numbering:** Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.
- B. **Sheet Revision Numbers:** Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.
- C. **Paragraph Numbering Sequence:** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. **Check Sheets:** When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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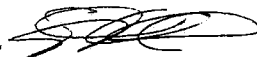
SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (M) to signify material relocated in the tariff (C)
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to API's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable API to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Kentucky Public Service Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of API or purchases a API Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or API - Used throughout this tariff to mean Access Point, Inc., a North Carolina corporation.

Holiday - New Year's Day, ML King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. Holidays shall billed at the off peak rates.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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BY  _____
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KYi0402

Access Point, Inc.
1100 Crescent Green, Suite 109
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Kentucky Tariff No. 4
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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by API for telecommunications between points within the Commonwealth of Kentucky. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in Kentucky.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

- 2.1.1 The services provided by API are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by API and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of API.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 API's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of API's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Use of Services, (Cont'd.)

- 2.2.3 The use of API's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 API's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 API does not transmit messages, but the services may be used for that purpose.
- 2.2.6 API's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.


2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control. Acceptance of the liability provisions contained in this tariff by the Commission does not constitute its determination that the limitation of liability imposed by the Company should be upheld in a court of law, but the recognition that, as it is the duty of the courts adjudicate negligence claims and rights to recover damages thereof, so it is the duty of the courts to determine the validity of the exculpatory provision of this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

- 2.3.2** The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3** No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4** The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5** The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by API on the Customer's behalf.
- 2.4.3 If required for the provision of API's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to API.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to API and the Customer when required for API personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of API's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of API's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with API's facilities or services, that the signals emitted into API's network are of

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Responsibilities of the Customer, (Cont'd.)

2.4.6 (Cont'd.)

the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, API will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to API equipment, personnel or the quality of service to other Customers, API may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, API may, upon written notice, terminate the Customer's service.

- 2.4.7** The Customer must pay API for replacement or repair of damage to the equipment or facilities of API caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Responsibilities of the Customer, (Cont'd.)

- 2.4.8 The Customer must pay for the loss through theft of any API equipment installed at Customer's premises.
- 2.4.9 If API installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, API may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
 - 2.5.1.A For nonpayment of any sum due API for more than twenty five (25) days after issuance of the bill for the amount due,
 - 2.5.1.B For violation of any of the provisions of this tariff,
 - 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over API's services, or
 - 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting API from furnishing its services.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Cancellation or Interruption of Services, (Cont'd.)

- 2.5.2** Without incurring liability, API may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and API's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3** Service may be discontinued by API without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when API deems it necessary to take such action to prevent unlawful use of its service. API will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4** The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Credit Allowance

- 2.6.1** Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2** No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3** Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 2.6.4** Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5** For purposes of credit computation, every month shall be considered to have 720 hours.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Payment and Billing

- 2.10.1** Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 25 days after rendition of bills.
- 2.10.2** The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed bimonthly in arrears.
- 2.10.3** All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes and Fees

2.12.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.

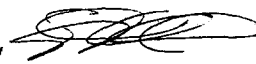
2.12.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.12.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

* Certain material previously located on this sheet now found on Sheet 20.1

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
06/18/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By



Executive Director
KYi0403

Access Point, Inc.
1100 Crescent Green, Suite 109
Cary, North Carolina 27511
Issued by: Richard E. Brown, CEO

Kentucky Tariff No. 4
Original Sheet 20.1

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Effective: 06/18/04

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee of \$20.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 Reconnection Charge

A reconnection fee of ten dollars (\$10.00) per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

(M)

(M)

* Material found on this sheet previously located on Sheet 20.

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By 
Executive Director *KYi0403*

Access Point, Inc.
1100 Crescent Green, Suite 109
Cary, North Carolina 27511
Issued by: Richard E. Brown, CEO

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges


3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. Calls are measured in the increments as set forth in the Rates Section herein. All calls are rounded up to the next whole increment.

3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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BY  **EXECUTIVE DIRECTOR**

Access Point, Inc.
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Cary, North Carolina 27511
Issued by: Richard E. Brown, CEO

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.1 Computation of Charges, (Cont'd.)

3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. API will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:


1100 Crescent Green, Suite 109
Cary, NC 27511
(888) 215-2131

Any objection to billed charges should be reported promptly to API. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Customer Complaints and/or Billing Disputes, (Cont'd.)

If a Customer accumulates more than Five Hundred Dollars (\$500.00) of undisputed delinquent API 800 Service charges, the API Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of API or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. API's name and toll-free telephone number will appear on the Customer's bill.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Service Offerings

3.5.1 1+ Dialing

The customer utilizes "1+" dialing, or "10XXX" dialing followed by "1 + ten digits" for interLATA calls, or dials "10XXX" followed by "1 + 7 digits" or "1 + 10 digits" for intraLATA calls.

3.5.2 Travel Cards

The Customer utilizes an 11 digit "800" access number established by API to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, followed by the ten digit number of the called party.


3.5.3 800 Service (Toll free)

This service is a direct access, incoming only, usage sensitive WATS offering. This is a service whereby a Customer can be billed at reduced rates for calls to his premises.

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Access Point, Inc.
1100 Crescent Green, Suite 109
Cary, North Carolina 27511
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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Service Offerings, (Cont'd.)

3.5.4 Local Calls and Directory Assistance

Local calls will not be accepted or completed. API does not provide local directory assistance. Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge may apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

3.5.5 Specialized Pricing Arrangements

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.5.6 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

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Original Sheet 26

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Service Offerings, (Cont'd.)


3.5.7 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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BY  **EXECUTIVE DIRECTOR**

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Kentucky Tariff No. 4
1st Revised Sheet 27
Cancels Original Sheet 27

Issued: 06/17/04

Effective: 06/18/04

SECTION 4 - RATES

4.1 1+ Dialing and Toll Free

4.1.1 [Reserved for Future Use]

(M)

4.1.2 [Reserved for Future Use]

(M)

4.1.3 Business Access

Rate Per Minute based on Term Commitment

(T)

Month to Month	One Year Term	Two Year Term	Three Year Term
\$0.082	\$0.077	\$0.075	\$0.073

(T)

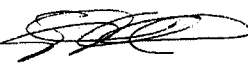
(R)

6 second increments, 18 second minimum

Monthly Fees: \$2.95 per Toll-Free Number

(R)(T)
(D)

* Certain material previously located on this sheet now found on Sheet 32

<p>PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 06/18/2004 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</p> <p>By  Executive Director KYi0403</p>
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Access Point, Inc.
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Kentucky Tariff No. 4
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Cancels Original Sheet 28

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SECTION 4 - RATES, (CONT'D.)

4.1 1+ Dialing and Toll Free, (Cont'd.)

4.1.4 [Reserved for Future Use]

(M)

(M)

4.1.5 Optimum Access

Rate Per Minute based on Term Commitment - Dedicated Access

(T)

Month to Month	One Year Term	Two Year Term	Three Year Term
\$0.044	\$0.040	\$0.038	\$0.036

(T)

(R)(T)

6 second increments, 18 second minimum

Monthly Fees: \$2.95 per Toll-Free Number

(R)(T)

(D)

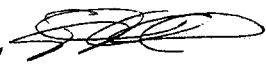
4.1.6 [Reserved for Future Use]

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(M)

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1100 Crescent Green, Suite 109
Cary, North Carolina 27511
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Original Sheet 28.1

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SECTION 4 - RATES, (CONT'D.)

4.1 1+ Dialing and Toll Free, (Cont'd.)

4.1.7 Home Access

\$0.089 per minute

6 second increments, 18 second minimum

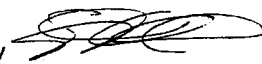
Monthly Service Fee: \$4.95

Toll Free Monthly Fee: \$2.95

(N)

(N)

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SECTION 4 - RATES, (CONT'D.)

4.2 Travel Cards

4.2.1 Americard

\$.25 per minute

6 second increments, 30 second minimum

4.3 Term Plan Discounts

One Year Term 2%

Two Year Term 5%

Three Year Term 8%

Available for Business Access, Corporate Access, Optimum Access; and Americard and 800 Pass in conjunction with Business, Corporate and Optimum Access.

Early Cancellation Penalties:

Business Access \$50 per month remaining in term

Corporate Access \$50 per month remaining in term
plus all monthly fees for remaining term

Optimum Access \$500 per month remaining in term

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BY  **EXECUTIVE DIRECTOR**

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SECTION 4 - RATES, (CONT'D.)

4.4 Association Discounts

Available to members of Associations, Affinity Groups or other groups which endorse API.
Discount determined on monthly basis on aggregate monthly revenue as follows:

<u>Total Billed Revenue</u>	<u>Discount</u>
\$0 - 24,999	1%
\$25,000 - 49,999	2%
\$50,000 - 74,999	3%
\$75,000 - 99,999	4%
\$100,000 plus	5%

4.5 Directory Assistance Charges

A charge per number requested will be \$.65

4.6 Returned Check Charge

\$20.00

4.7 Reconnection Charge

\$10.00

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BY  EXECUTIVE DIRECTOR

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SECTION 4 - RATES, (CONT'D.)

4.8 Bill Format

All invoices will set forth the following information on the first page: Customer name, customer number, invoice number, invoice date, toll-free customer assistance number, address, and an account summary of the call detail information on subsequent pages.


All completed calls will be detailed and include the following information: Date of call, time of call, time rate (day, evening, night), destination (city and state), destination number, number of minutes (in 10 second increments), and cost of each call.

The Company also offers other information such as account codes and summaries, and call breakdown summary based on area code or time of day.

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SECTION 4 - RATES, (CONT'D.)

4.9 Grandfathered Services

(N)

4.9.1 American Home

(M)

Peak \$.22 per minute
Off Peak \$.10 per minute

6 second increments, 30 second minimum

Peak: 7am to 7 pm, Monday - Friday
Off Peak: All other hours

Monthly Fees: \$5 for 1st 800 number
\$2 for each additional

4.9.2 Home Office

Peak \$.19 per minute
Off Peak \$.12 per minute

6 second increments, 30 second minimum

Peak: 8 am to 5 pm, Monday - Friday
Off Peak: All other hours

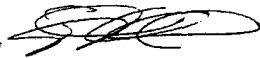
Monthly Fees: \$5 for 1st 800 number
\$2 for each additional

(M)

* Material found on this sheet previously located on Sheet 27.

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SECTION 4 - RATES, (CONT'D.)

4.9 Grandfathered Services, (Cont'd.)

(N)

4.9.3 Corporate Access

(M)

\$.14 per minute

6 second increments, 18 second minimum

Minimum Usage: \$50 per month

Monthly Fees: \$5 per month service fee
\$5 for 1st 800 number
\$2 for each additional

4.9.4 800 Pass

800 Service with Individual Personal Identification Numbers (PIN)

Switched Access: \$.16 per minute

Dedicated Access: \$.13 per minute

6 second increments, 30 second minimum

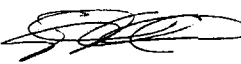
Monthly Fees: \$5 per PIN

(M)

* Material found on this sheet previously located on Sheet 28.

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